

# Information & Library Network (INFLIBNET) Centre An IUC OF University Grants Commission

# INFOCITY, Gandhinagar 382 007.

D 079-23268000, Fax No.23268222 Website: www.inflibnet.ac.in

# NIT No. INF/PUR/CAMC/IT/2017-18

# Bid Document for Comprehensive

# AMC for IT Network & Low Voltage Setup/Systems at INFLIBNET Centre, GANDHINAGAR

Estimated Cost :Rs. 13.5 Lakhs (Approx)

Bid Validity : 90 days

Contact Number :

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RICE BID FORMAT

# 6.1 IMPORTANT DATES

Date of Release of Tender	04.09.2017
Last date of seeking clarifications	12.09.2017(1200 hrs.)
Pre-bid Meeting	12.09.2017 (1600 hrs.)
Last Date and Time of Submission of bids	22.09.2017 (1600 hrs.)
Date and Time of Opening of Tender	22.09.2017 (1610 hrs.)

#### **CHAPTER - 1 MEMORANDUM OF WORKS IN BRIEF**

Sr. No.	Name of Work	Comprehensive AMC for IT Network & Low Voltage Systems installed at INFLIBNET CENTRE, GUJARAT
01.	Estimated Cost of the work	Rs.13,50,000.00 (Rupees Thirteen Lakh Fifty Thousand only)
02.	Earnest Money @ 2%	27,000.00 (Rupees Twenty Seven Thousand Only) in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" payable at Gandhinagar
03.	Validity Period of tender offered	(120) One Hundred Twenty calendar days counted from the stipulated last date of receiving of the tender for this work.
04.	Security Deposit @ 10%	1,35,000.00 (Rupees One Lakh Thirty five thousand Only)or 10% of order value, in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar
05.	Contract Period	12 months from the date of issue of work order
06.	Mode of quoting rate in schedule of items to be carried out for individual and evaluated as total basis	Item rate to be quoted for each item in figure as well as in words. (in case of dispute rates quoted in words shall be deemed to be correct)

- 07 The EMD should be submitted in the form of crossed demand draft payable to "INFLIBNET CENTRE" payable at Gandhinagar from any Scheduled Bank.
- 08. The tender which does not accompany EMD along with required document will be summarily rejected.
- 09. The successful bidder has to submit a guarantee for the value of 10% of the contract value towards security deposit within a week time of LOA/Agreement.
- 10. The EMD of unsuccessful bidder will be returned on finalization of tender. In case of successful bidder, it will be returned after deposit of Security deposit in prescribed format.
- 11. Due to unforeseen circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the same time i.e. 16:00 hrs. INFLIBNET Centre will not be responsible for any postal delay.
- 12. Time period for this Comprehensive AMC is one Year from the date of issue of Letter of Acceptance or Purchase Order.

#### CHAPTER - 2 ABOUT PROJECT

#### 2.1 PROJECT INFORMATION

The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of University Grants Commission, MHRD, New Delhi. Sealed bids on behalf of Director, INFLIBNET Centre are invited under two bid Systems i.e. Technical bid and financial bid from bonafide, resourceful and reliable service providers/ Vendors/ Suppliers requirement in the INFLIBNET Centre for Comprehensive AMC for IT Network & Low Voltage Setup / Systems in Institutional Building at Infocity, Gandhinagar. We wish that Bidder should have similar kind of experience in handling similar type of Government and non-Government projects for Maintenance.

#### 2.2 INFORMATION TO BIDDERS

- 2.2.1 All bidders have to fill up all the forms as per the performa mentioned in this tender document and also submit certificates asked for in this tender document.
- 2.2.2 The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested vendors are advised to submit Two separate sealed envelopes super scribing "Technical Bids" and "Financial Bids" to the INFLIBNET Centre, INFOCITY, Gandhinagar. Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed suprescribed "Bid for CAMC for IT Network & Low Voltage Setup / Systems" at INFLIBNET Centre, INFOCITY, Gandhinagar. And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 22.09.2017 at 1600 hrs.
- 2.2.3 The bidder will have to ensure that the bid documents is available physical copy before last date and time at the below mentioned address

INFLIBNET Cente, Infocity, Gandhinagar -382 007.

- 2.2.3 The Centre will open bids of all the bidders received before last date and time in the presence of Bidders representatives who choose to attend the opening in the office address mentioned above. No person other than nominated persons shall be permitted to attend Bid opening.
- 2.2.5 First of all, the envelopes containing EMD of Rs.27,000/- (Rupees Twenty Seven Thousand only) drawn on separate Demand Draft of any Nationalized bank in favor of INFLIBNET CENTRE, payable at Gandhinagar, will be opened.
- 2.2.7 Prequalification check will be carried out by the Centre subsequently. During pre-qualification all the terms and conditions asked in pre-qualification (similar kind of work order, experience, qualified staff, capacity to hold on spares required for C.A.M.C.....etc.) will be checked.
- 2.2.8 All financial terms and conditions will be checked like I.T. returns of last three years along with C.A. certificates, F.D., E.M.D., Performance Bond, Security Deposit etc., whatever required and asked in the tender.
- 2.2.9 In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day, or otherwise intimated.
- 2.2.10 The bidder shall nominate only two representatives to attend the Bid opening on his behalf.

Name, Authenticated Passport size photographs, designation and relationship with the bidder of such nominated persons along with their attested signatures should be given along with the Bid.

- 2.2.11 Bidders' name, Bid modifications or withdrawals, the presence or absence of requisite EMD and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening.
- 2.2.12 Bid (and modifications sent pursuant to relevant clause) that are not opened and read out at Bid opening will not be considered for further evaluation, regardless of the circumstances.
- 2.2.13 Information relating to the examination, clarification, evaluation and comparison of bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's, processing of bidders or award decisions may result in the rejection of the bidder's bid.
- 2.2.14 All bidders have to quote for CAMC for the period of one year.
- 2.2.17 Initially the contract will be for a period of One year, which may be extended further by one more year on same terms & conditions and rates by mutual consent and understanding of both the parties. No Bidder can claim for any right for this Discretion.
- 2.2.18 The rates quoted shall be inclusive of standard taxes such as transportation, freight, GST, etc. However, the GST or its equivalent, as may be in force in future would be paid on actual basis at the applicable rate if quoted separately.
- 2.2.19 The contractor should note and clearly understand that:

The special conditions of contract shall be read in conjunction with general conditions of contract attached with this order, Technical, Safety Provisions, drawings and / or any other document forming part of the contract. In respect of terms and conditions not explicitly provided in special terms and condition, provisions of general conditions of contract shall be applicable.

The special conditions supplement the conditions of contract and General Conditions of Contract. Where the provision of special conditions is at variance with the general conditions of contracts and other documents mentioned above, the special conditions shall prevail.

2.2.20 All communications, correspondence and documentation requested in this Tender and the subsequent work shall be addressed as follows,

Section Officer, INFLIBNET Centre,Infocity,Gandhinagar-382 007,Gujarat. CONTACT: <u>sectionofficer@inflibnet.ac.in</u>TEL NO. 079-23268141, 23268143

#### **CHAPTER – 3 SCOPE OF WORK**

#### 3.1 SCOPE OF WORK

3.1.1 The scope of work under this contract covers Comprehensive Annual Maintenance Contract (CAMC) for IT Network & Low Voltage Setup/Systems installed at INFLIBNET Centre, Gandhinagar, Gujarat.

- 3.1.2 The bidder will provide the price for the scope of work in the specific format as per the details mentioned in Table-2 in price bid.
- 3.1.3 Following is the listing of the major areas and items there in to be covered under the scope of work for CAMC for IT Network & Low Voltage Setup/Systems, however, the supplementing items, not specifically mentioned are also the part of the scope

Equipment Details	Make	Model	Installed
			qty
HD CS Mount Fixed Camera	Honeywell	HICC-P-1100E	12
Lens for CS Mount Fixed Camera	Honeywell	HLD28V8F95L	12
Housing for CS Mount Fixed Camera	custom	custom	12
HD IR CS Mount Fixed Camera	Honeywell	HICC-P-1100EIRV	2
Mini Dome HD Camera	Honeywell	HIVDC-P-1100EIRV	13
HD IP Rapid Dome Camera	Honeywell	HSD-361PW-NET	1
Server License (maximum of 50 camera)	Honeywell	HUS-XACT050S	1
Camera License	Incl. above	Incl. above	26
Client License	Incl. above	Incl. above	5
SERVER for Loading the VMS Server	Dell	PowerEdge R720	1
Workstations			2
15 TB NAS Box			1
LED FFD 46"	Samsung	MD46B	2

#### Table No. 2 UPS & DG Set

Equipment Details	Make	Model	installed qty
UPS			
40KVA ONLINE UPS	Numeric	HPE I33	2
Batteries (with rack & accessories)	Excide	120 AH/12 V	80
DG SET			
160 KVA Diesel Engine Generator Set	Kirloskar	6K Series	1
AMF Panel	Customized		1
Power Distribution Panel	Customized		1

#### Table No. 3 CAT7A OM4 (Main Building)

Equipment Details	Make	Model	installed qty
OM4 Grade 12 Core Fiber	Nexans	N167.TBIN12	1000 Mtr
48 Port LIU with SC Adaptors	Nexans	N439.2B48SCMM	4 No

24 Port LIU with SC Adaptors	Nexans	N439.2B24SCMM	6 No
12 Port LIU with SC Adaptors	Nexans	N439.2B24SCMM	3 No
Multi Mode OM4 garde Fiber Patch	Nexans	N123.7CL05	32 No
CAT 7A S/STP F/STP Cable	Nexans	N100.382	27300 Mtr
CAT 7A IO	Nexans	N420.735	548 No
Face Plate simplex	Nexans	N424.530 and N423.540UN	440 No
Face Plate Duplex	Nexans	N424.530 and N423.540UN	64 No
Face Plate Quad		N424.530 and N423.540UN	10 No
Surface Mount Box		N424.532	54 No
24 Port STP Jack Panel		N521.661BK and N420.735 * 24	25 No
24 Port STP Jack		N521.661BK	2 No
IO for Unloaded Patch Panel		N420.735	10 No
3 ft. Category 6A STP Patch Cord		N11A.U1F0100K	548 No
7 ft. Category 6A STP Patch Cord		N11A.U1F0200K	783 No
24 U Rack With Accessories	APW President		2 No
42 U Rack With Accessories	APW President		5 No
12 U Rack wall mount rack	APW President		8 No
10 Gig test report	NA	NA	1 Set

#### Table No. 4 DATA Network active components

Equipment Details	Make	Model	installed qty
Core Switch-4 Slot Chasis	Cisco	NEXUS 7000	1
Edge Switch-48 Ports POE	Cisco	C-2960S	11
Edge Switch-24 Ports POE	Cisco	C-2960S	7
Access Points	Cisco	AIR-CAP 1602E	26
Wireless LAN Controller	Cisco	2504	1
Firewall HA Mode	Fortinet	FG 300	2
Prime NMS	Cisco	Prime	1
Accessories			
SFP Module	Cisco	10G	32
STACK Modules & Cables	Cisco		4

# Table No. 5 Auditorium

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Equipment Details	Make	Model	install
			ed qty

Auditorium Hall			
1)FOH Speaker 2000 Watts	Behringer	VP2520	4
2) 18" 1600 Watts Sub Woofer	Behringer	VP1800	2
3) Dual 18" 2000 Watts Sub Woofer	Behringer	VP1800S	2
4) Cross Over Professional	Behringer	CX2310	1
5) Surround Speaker 2 Way	Behringer	VS1220	8
6) Stage Monitor 600 Watts speaker	Behringer	VS1220F	2
7) Power Amplifier 2000 Watts (Surround & FOH)	Behringer	EPX2800	2
8)Power Amplifier 2X 2000 Watts (Base)	Behringer	EPX4000	1
9)Power Amplifier 1200 Watts (Stage Monitor)	Behringer	NU1000	1
10)Dynamix 16 Channel Mixer	Behringer	SX2442FX	1
11)Microphone	Studio Master	SM400	2
12)Microphone	Studio Master	SM300I	4
13)Microphone	Studio Master	BR28/BL28	6
14)Goose Neck Mic Set	Studio Master	Fiex4	3
15)Microphone Stand	Customized	Customized	8
16) HD Multimedia Projector	Panasonic	DW740SF	1
17) Projector Lift	Customized	Customized	1
18)Blue Ray Player	SONY	BDP-S190	1
19)Motorized Screen 300" Diagonal	Customized	Customized	1
20) Pop Up Box	Customized	Customized	1
21) 24-U Rack With Accessories	President	President	1
22) Cable & Connector	MX/Customize d	MX/Customized	Lot
23) Control Room Speaker	ZABKZ	NA	1

# Table No. 6 PAC

Equipment Details	Make	Model	installed qty
Precision Air Conditioner	Emerson		2
Card For BMS Connectivity	Emerson		2
Floor Grilles	Custom		8

# Table No. 7 IP Telephony

Equipment Details	Туре	installed qty
Open Scape Office MX V3.0	HW	1
GMAL Analog 08 Port Card	HW	1
GME_ISDN PRI Trunk Card	HW	1
Open Scape Personal Edition	SW	5

Comfort Plus User Licenses	SW	25
Unfiled Communication Licenses , Web Access to Telephony	SW	50
Open Stage 15 HFA	HW	20
Open Stage 40 HFA	HW	60
Open Stage 60 HFA	HW	20
Open Scape OfficeLX V3.0	SW	1
LX Server With PC	HW	1
Comfort Pack 150 User Licenses	SW	150

#### Table No. 8 Meeting Room

Equipment Details	Make	Model	Quantity
6W Ceiling Mount Speaker	Bosch	LBC3090/31 with Dome	2
120W Power Amplifier	Bosch	LBD1912	1
9U Rack with Accessories	APW		1
HD Projector supporting LAN			
Connectivity	Benq	MX711	1
		84" Diagonal motorised	
Motorised Screen	Standard	screen	1
White Board 6x4' (HxW)	Standard	Custom	1
2 Core .5 Sqm Wire Cable	Eurocable	CVSLK02N15	40
HDMI Cable	Standard	Standard	75
HDMI Connectors	Standard	Standard	4
RC Cable	Standard	Standard	50
RC Connector	Standard	Standard	4

#### Table No. 9 VC Room

Equipment Details	Make	Model	Quantity
Video Conferencing Units	Cisco	C90-NPP PHD	1 Nos
HD 46" LED LFD TV For Display	Samsung	MD46B	2 Nos
HD Projector supporting LAN Connectivity	Benq	MX764	1 Nos
10'X8''Motorised Screen	Customised	Customised	1 Nos
DVD Player	Philips		1 Nos
6W Ceiling Mount Speaker	Bosch	LBC3090/31 with Dome	4 Nos
9U Rack with Accessories	APW	Custom	1 Nos
HDMI Connectors	NA	NA	4 Nos
2 Core .5 Sqm Wire Cable	Standard	Standard	60 Mtr
8 Core Screened Copper Cable .5 Sq mm	Standard	Standard	100 Mtr
HDMI Cable	Standard	Standard	75 Mtr
RC Cable	Standard	Standard	75 Mtr
RC Connector	Standard	Standard	4 Nos

#### Table No. 10 Training Room

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Equipment Details	Make	Model	Quantity
		LBC3090/31 with	
6W Ceiling Mount Speaker	Bosch	Dome	4 Nos
120W Power Amplifier	Bosch	LBD1912	1 Nos
Goose Neck Mike for Poduim	Bosch	LBB1950/00	1 Nos
Wireless Mike Set	EV	R300-HD-A	2 Nos
9U Rack with Accessories	APW		1 Nos
Projector supporting LAN			
Connectivity	Benq Epson	MX764	1 Nos
Motorised Screen	Deloite	180" Diagonal Screen	1 Nos
White Board 5x7'(HxW)	Any Std Make	Custom	1 Nos
2 Core .5 Sqm Wire Cable as per the			
specifications	Standard	Standard	60 Mtr
HDMI Connectors	Standard	Standard	6 Nos
RC Cable	Standard	Standard	75 Mtr
RC Connector	Standard	Standard	4 Mtr
Speaker Cable - 2 core 1.5sqmm	Standard	Standard	100 Mtr
2 core shielded Microphone Cable	Standard	Standard	40 Mtr
HDMI Cable	Standard	Standard	200 Mtr
VGA Cable	Standard	Standard	200 Mtr
VGA Connectors	Standard	Standard	6 Nos
DVI Cable	Standard	Standard	200 Mtr
DVI Connectors	Standard	Standard	6 Nos

## Table No. 11 Board Room

Equipment Details	Make	Model	Quantity
HD 46' LED LFD TV for Display	Samsung	MD46	2
60 KG wall mount breacket	customeised		2
High end projector with 4200 Lux	Benq	MX764	1
2.1 HD DVD player	sony		1
High end 1:1 10X8 , screen size	SIEMENS	secpl	1
Microphone	SIEMENS	VHF Lapel	2
Microphone – Goose neck	Shure	18G	1
Microphones - Boundary For the			
Participants	Shure		16
8 channel Automatic Mixer	Audiotechnica	Customised	2
Speaker with wall mounting bracket	JBL	Control 25	4
Surround speaker (4+4)	JBL	JBL8100	8
Surface speaker for mounting below table	JBL	JBL or eual	1
Power amplifier 80 watts RMS single			
zone	customized	Crown or equal	2
Mixer amplifier	customised	Crown or equal	1
MICS component and connector	customised	Mics	1

7 Zone Touch based On-wall Lighting			
module	Crestron	CLs-C6	1
Central control device with IR and			
i/O control	Crestron	ME2	1
Rx TX IR canles	Crestron	Crestron	10
POP-UP box	Logic	customised	7
Face plate below LED screen	Logic	Customised	1
In/out switcher software	SIEMENS	Customised	1
Application software	SIEMENS	Customised	1
Equipment programme software -			
controller	SIEMENS	Customised	1
HDMI Switching unit for user		002	
presentation	Milstone	802	1
YHDMI	Imported	Imported	1
VGA switching	Milstone	V802	1
Output Switcher for equipment	Milstone	EQ401	1
	Apple 16GB		
iPAD 9.7' touch	wifi	16GB wifi	1
4 port realy control	Milstone		1

- 3.1.4 You will have to intimate Scientist in charge of the Centre prior to two working days before coming for service and maintenance.
- 3.1.5 Job generally consists of providing all the resources including manpower, transport with operator, fuel & lubricants for all the machines involved, any type of incidental expenses, provision of tools and tackles, etc.
- 3.1.6 Any wiring fault, system functioning fault, replacement of spare parts etc shall be provided by bidder. Any item or part or service which is essential and related to nature for the functionality of items under CAMC will be maintained by the bidder. The Authorized System Integrator would also have to liaise/coordinate with Scientist in charge for getting the work done as per site requirement.
- 3.1.7 The Bidder shall act as single point of contact to organize and manage the entire maintenance including spares, cabling, assistance in operation of all required hardware, software, accessory items like cable, connector etc. as per project requirements.

### 3.2 SPARE PARTS MANAGEMENT SERVICES

- 3.2.1 Spare Parts Holding Service: It covers the holding of spare parts requires for the C.A.M. This service provides stocking of spare parts at contractor's local office to ensure spares support throughout the service period. The list of such parts should be submitted to INFLIBNET and will be checked by the Centre. (Minimum 2.5% value of spares of each category must be kept in spare across all categories, however the spares for items of excess use such as audio-video and others can be more, which will be as per the instructions of "INFLIBNET", maximum up to 10% of the value of spares).
- 3.2.2 The parts shall be replaced either with a functionally compliant spare or with the same part no. and type.

3.2.3 In case where original spare is not available either in market or with O.E.M, the bidder should get written permission of INFLIBNET on specification sheet where it proves that the part is its equivalent. Cost of any modification on installation is on bidder cost.

#### 3.3 PARTS REPLACEMENT SERVICE

- 3.3.1 The scope covers Unlimited Parts Replacement. This service provides replacement of parts determined to be defective as a result of normal usage free of cost.
- 3.3.2 The supplier shall deliver all the goods, strictly as per the technical specification and data sheet for each product. The third party inspection shall be carried out if found necessary at the time of replacement or thereafter for each/individual item, and if any item found not as per the technical specification and data sheet, will be rejected and the payment for the same would be deducted, if not replaced/replenished with the specified item."INFLIBNET" or its technical consultant decision is considered to be final in case of dispute for any material or any product workmanship.

#### 3.4 MAINTENANCE SERVICE:

- 3.4.1 Contract pertains to comprehensive maintenance which also includes in addition to all-inmaintenance taking up activities for preventive and corrective maintenance.
- 3.4.2 Preventive Maintenance Service: Under preventive maintenance support bidder's engineer will visit the owner's site (INFLIBNET) on a scheduled visit (once in a week) and as an when required by the owner to ensure every items and supplementary systems covered in the comprehensive maintenance runs efficiently throughout the contract period. All services are provided during normal working hours unless requested to do differently. The services performed should be within the individual's core competency and include the following major critical tasks with respect to the services to be provided,
  - a. System service on all specified hardware and supporting software as detailed in scope of works
  - b. Technical Assistance on queries
  - c. Control and updating of spare parts stock, system documentation, log book for maintenance services carried out, etc.
- 3.4.3 Corrective Maintenance Service: This is breakdown maintenance support. At the time of corrective or preventive maintenance if anything or any system or equipments found to be repaired or replaced then it should be immediately attended by the bidder through experts. Any parts of any system which is required to be replaced or repaired is bidder's responsibility under this comprehensive maintenance service.
- 3.4.4 The work shall be carried out in accordance with applicable codes and practice.
- 3.4.5 The bidder has to arrange for the items to efficiently accomplish the works as part of the contract which includes but not limited to gadgets, safety equipments, spares, measuring devices, tools, tackles, ladders, ropes, pulleys, racks, hydraulic lifts, etc.

### 3.5 **INFLIBNET's SCOPE OF WORK**.

3.5.1 INFLIBNET's shall show the building and shall offer access to Building for checking of

Systems/Setup installations only after prior approval by the bidder or as per the set timetable for the works for inspection, repairs & maintenance.

3.5.2 INFLIBNET's shall arrange to issue Gate pass and identity card for individual of final bidder as per sheet of technician and labour supplied by them in the form.

#### 3.6 RIGHT OF INFLIBNET

- 3.6.1 INFLIBNET reserves the right to reduce or increase the scope, which shall have monitory effect accordingly.
- 3.6.2 INFLIBNET reserves the right to delete any of the items from the contractor's scope of service at any time during the currency of this contract, which shall not be liable for billing. The contractor shall not claim any compensation for the same.
- 3.6.3 The Director, INFLIBNET reserves the right to accept or reject any or all tender(s) without assigning any reason whatsoever at any stage of the tender process.

#### **CHAPTER - 4 PRE QUALIFICATION STANDARDS**

#### 4.1 **PRE QUALIFICATION STANDARDS**

#### Technical Bid (Pre-qualification criteria (Envelop No -1)

Bidder should have executed similar type of Comprehensive annual maintenance contract for it network & low voltage setup/system in **Government Department/PSU/Autonomous Body or any reputed organization**. The Bidders are required to submit technical bid enclosing therewith photocopies of following documents, failing which their bids will be summarily rejected and will not be considered any further:-

Sr. No.	Pre-qualification Criteria As per tender Clause	Vendor Response/ Remarks	Page No.
01.	The bidder must be a company registered under the companies Act, of India/State Registrar. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for these items/work.		
02.	bidder should have their presence in Ahmedabad or Gandhinagar. Valid proof should be submitted along with the bid.		
03.	The bidder should have valid GST Registration Certificate, Bidder shall have to submit photocopy of the documents.		
04.	The bidder shall have executed "Similar Nature" of single order an amount not less than 40% of the bid value Rs.13.5 lakhs in last three financial years, ending 31 <sup>st</sup> march 2017 in Government Department/PSU/Autonomous Body or any		

	reputed organization. References order copy along with proof of completion certificate for the project to be provided.	
05.	The bidder should have sales & Service Business in India with average annual financial turnover not less than 30% of the bid value Rs.13.5 lakhs. During the last three years, ending 31 <sup>st</sup> March 2017.	
06.	Earnest Money Deposit (EMD) of Rs.27,000/-(Twenty Seven thousand only) in favour of "INFLIBNET Centre" payable at Gandhinagar.	
07	<ul> <li>The bidder should submit valid letter from the OEMs confirming following</li> <li>Valid minimum three OEM Authorization Certificate from OEM(to submit documentary proof)</li> <li>Original Copy of the declaration terms and conditions in Tender Document at Annexure-II with each page duly signed and sealed by the authorized signatory of the firm in token</li> </ul>	
	of their acceptance. Declaration letter Annexure – A	
08.		
09.	Details of Litigation Annexure – B	
10.	Declaration / Undertaking Annexure - C	
12.	Bidder's Details Annexure – D	
13.	Declaration of blacklisting/Non Blacklisting - Annexure – E	

#### **CHAPTER 5 INFORMATION & INSTRUCTION FOR BIDDER**

- 5.1.1 Contractors, who wish to bid for this contract, should apply for qualification in the manner set out in this document. The other tender documents will be opened only subsequently of those bidders having qualified as per the norms, to perform the contract satisfactorily. Tender documents for technical bid along with "Price Bid" are made available online to Contractors / Firms. A Bidder may be pre-qualified for the works under this tender if the requisite technical, financial and experience criteria are fulfilled.
- 5.1.2 Pre Bid Meeting will be held on 12.09.2017 at 16.00 hrs at premises of INFLIBNET. Bidder can end their queries to Section Officer (Purchase & Store) (shahana@inflibnet.ac.in) and copy to Mr.Gaurav Prakash, Scientist–B (CS) (gaurav@inflibnet.ac.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal for those who will submit the tender document fee before the Pre Bid Meeting.

5.1.3 Bidders / applicants must have to submit the Earnest Money Deposit (EMD) / Bid Security of Rs.27,000/- (Rs. Twenty Seven Thousand only)in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks drawn in favour of "INFLIBNET Centre" payable at Gandhinagar. The bid security will remain valid for a period of forty-five days beyond the final bid validity period from the last date of submission of bid.

The Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the  $30^{th}$  day after the award of the contract.

5.1.4 Bidder should have valid Performance Bank guarantee (PBG) / performance Security of Rs. 1,35,000.00 (Rupees One Lakh Thirty five thousand Only)or 10% of order valuein the form of an Account Payee Demand Draft, Fixed Deposit receipt, Bank Guarantee of any commercial bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar.

The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.

- 5.1.5 Duly filled Tender for qualification shall be submitted in proper format and incomplete offers shall be liable for rejection.Copy of each required documents should be submitted with technical bid for assessment.
- 5.1.6 Bids of those bidders who have submitted all information, statistical details as required in the bid documents. If the employer desires any clarification/verification for any ambiguity or difference found in the documents/statistical details submitted by the bidder the same shall be furnished within stipulated time otherwise further processing will be carried out in absence of above and the bidders shall be liable for any consequence.
- 5.1.7 The Bidder shall not be allowed to withdraw or modify the offer on his own after the last date of submission of bid. If any Bidder withdraws or makes and modifications or additions in the terms and conditions of his tender not acceptable to the INFLIBNET then the INFLIBNET shall without prejudice to any right/ remedy, will have liberty to forfeit the said Earnest Money in full or part.
- 5.1.8 Financial data, project costs, value of works etc. should be given in Indian rupees only.
- 5.1.9 The bid prepared by the BIDDER and all correspondence and documents relating to the bid exchanged by the BIDDER and the Employer shall be written in the English / Hindi language. Supporting documents and printed literature furnished by the BIDDER may be written in another language, provided these are accompanied by a translation of its pertinent passages in English / Hindi and should also be notarized. Failure to comply with this condition may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.
- 5.1.10 The bidder while submitting the pre-qualification bid for the works shall be required to provide satisfactory evidence in respect of the information furnished by them in their application for prequalification regarding their structure and organization, financial position/arrangement, resources of the firm, including personnel and equipment, experience as well as works on hand etc. The applicant's attention is explicitly drawn to the fact that even after the prequalification of potential bidders has been already carried out, all bidders shall include statement of the change that may have occurred since pre-qualification with particular reference to the various items listed above and that further price bid will be opened for successful Bidders only on the basis of careful scrutiny of all above information furnished by the applicant.

- 5.1.11 The applicant is expected to have visited the project site before submitting tender documents so as to have a fair idea of the equipment & type of services required to be provided. The costs incurred by the Bidders in making this offer, in providing clarification or attending discussion, conferences or site visits will not be reimbursed by INFLIBNET.
- 5.1.12 All rights are reserved with INFLIBNET for deciding Pre- Qualification of bidders and regarding acceptance of the price bids. No claim on this account will be entertained.
- 5.1.13 INFLIBNET reserves the right to call any information / document which is mandatory, essential and critical for the purpose of evaluation. Any information provided by the bidder after last date of submission will not be considered in evaluation, unless except INFLIBNET has specifically asked for any information / document, which is mandatory, essential and critical for evaluation of PQ document. If required information is not furnished within stipulated time, proposal will be liable for rejection.
- 5.1.14 If any of the information provided by the bidder is found false during scrutiny or at the later stage, EMD shall be forfeited and shall be disqualified for the proposed work. If any of the information provided by the bidder is found false or misleading after award of work, the performance security& Security Deposit of the bidder shall be forfeited and the contract shall be terminated.
- 5.1.15 Information relating to the examination, clarification, evaluation and comparison of bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's, processing of bidder s or award decisions may result in the rejection of the bidder's bid.
- 5.1.17 Each Bidder shall submit only one bid. A Bidder who submits or participates in more than One Bid (other than as a subcontractor or in case of alternatives that have been permitted or Requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 5.1.18 If any of the provisions or conditions are found contradictory, interest of the Government will be maintained and decision of the tender inviting Authority will be final.

#### 5.2 THE BIDDING DOCUMENTS:

The details of work, bidding procedure, contract terms are prescribed in the bidding documents. The Bidding documents include the following volumes, together with any Amendments / Addenda there to which may be issued in accordance with this Clause.

- 5.2.1. All the proforma attached with the technical document shall be filled in by the interested BIDDER.
- 5.2.2. The BIDDER is expected to examine carefully the Bidding Documents, including all instructions, forms, terms, conditions, Annexure, Appendix etc. as given in Bid document. There shall be a presumption on the part of the Employer, that the BIDDER has read all the documents in the entirety and the Tender offer has been made and presented accordingly.
- 5.2.3. For completing all forms, schedules, etc., the BIDDER shall use only the forms etc. provided in the bidding documents.

#### 5.3 AMENDMENT OF BIDDING DOCUMENTS:

- 5.3.1. At any time prior to the deadline for submission of bids, the INFLIBNET may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective BIDDER, modify the Bidding Documents by amendment / addendum.
- 5.3.2. The amendment / addendum shall be part of the Bidding Documents pursuant to relevant Clause and will be placed on <u>www.inflibnet.ac.an</u>in tender section and shall be binding to bidders.
- 5.3.3. In order to afford prospective bidders reasonable time, in which to take the amendment / addenda into account in preparing their bids, the Centre may, at its discretion, extends the deadline for the submission of bids.
- 5.3.4. Price bid of the bidder qualifying in the techno Commercial bid evaluation will be evaluated. The bidder who has qualified in the Techno Commercial bid evaluation and returns with lowest quote in financial bid.
- 5.3.5. During evaluation of the bids, the Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.
- 5.3.6. The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done &initialed with date by the authorized signatory after striking out the original words/figures completely.
- 5.3.7. Neither the inspection by INFLIBNET or any of their agents nor any order by INFLIBNET for payment of money or any payment for or acceptance of the whole or any part of the works by INFLIBNET, nor any extension of time, nor any possession taken by INFLIBNET shall operate as a waiver of any provision of the contract or of any power reserved to INFLIBNET, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.
- 5.3.8. It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with INFLIBNET shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to INFLIBNET resulting from any cancellation. INFLIBNET shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.
- 5.3.9. Any Event/Programme that is declared by INFLIBNET as High Profile Event/Programme will supersede all the normal terms and condition and all the instruction (verbally or telephonic or written) given by INFLIBNET authorized person to get the extra staff or full staff of the BIDDER to be present and easily available on site as and when required shall have to be followed.
- 5.3.10. Date and time of such events will be declared or informed to THE BIDDER in advance.
- 5.3.11. Before all such events, THE BIDDER must ensure to INFLIBNET that all the required systems are in their original working condition as approved by Scientist in charge.
- 5.3.12. In case of important events if THE BIDDER staff found misbehaving or any required equipment

found not in proper working condition heavy penalty <u>(i.e. Maximum 2.5 % total C.A.M.C during</u> <u>entire event.)</u> will be charged and deducted from THE BIDDER quarterly or annual bill. The penalty charge figure is sole authority of INFLIBNET officer and THE BIDDER cannot have any litigation for this against INFLIBNET.

#### CHAPTER 6 Price Bid & Submission of Bid

6.1 Price Bid (Envelop No. 2)

The Price Bid as per Performa given in the tender documents as Part – B and then price filled up and submitted in Envelope No -2, duly sealed superscript with name of tender. Any conditions given in the Price Bid may cause rejection of Bid.

- 6.1.1 The financial bids of only technically qualified bidders will be opened in the presence of their representatives attending bid opening on a specified date and time.
- 6.1.2 Any effort by a bidder or bidder's agent / consultant or representative, howsoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 6.1.3 Rates should be quoted separately for each item. Prices should be inclusive all taxes, and charges.
- 6.1.4 The prices should be quoted in Indian Rupees.
- 6.1.5 Bidder should be single party, consortium will not be accepted.
- 6.1.6 The conditional bids shall not be considered and likely to be rejected in very first instance.
- 6.1.7 All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.
- 6.1.8 The envelope containing Technical Bid shall be opened first on the scheduled date and time at the Office of INFLIBNET Centre, INFOCITY, Gandhinagar in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time. The Tender Evaluation Committee will evaluate the tenders on the information provided by them in pre-qualification and shall set cut off level to qualify required number of vendors for their financial bids. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date, time & place to be notified later in presence of short listed bidders or their authorized representatives. The L1 bidder (qualifying total eligibility criteria) will be arrived at after consideration of all aspects by the Committee so nominated for the Contract.

#### Submission of Bid

- 6.1.9 The bid shall be written in English only.
- 6.1.10 The bid prepared by the bidder shall comprise of (i) technical bids and price bid. Bid may be submitted in the following manner: Envelop No. 1- Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria technical bid. The complete document should be numbered chronologically. On the top of envelope must be suprescribed "Technical Bid". Shall also contain the bid EMD.

Envelop No.2- Shall contain the rates/prices of the items duly filled in and signed and stamped. On the top of envelope must be suprescribed "Price Bid".

(Please note that the price should not be indicated in any of the documents enclosed in envelope 1).

- 6.1.11 All the envelopes must be suprescribed "Bid for Comprehensive AMC for IT Network & Low Voltage Systems" with due date and time and shall be sealed in third envelope of bigger size addressed to The Section Officer (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 28.08.2017 at 1600 hrs. OR deposited/ dropped in the tender Box placed in the security cabin.
- 6.1.12 Incomplete and conditional tender will be rejected.
- 6.1.13 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.
- 6.1.14 No other method/means of submission of bid except as stated above shall be acceptable. All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected. Each page of technical and price bid should be duly signed & stamped.
- 6.1.15 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 6.1.16 No conditional discounts will be allowed.

#### **CHAPTER – 7 CONDITION OF WORK**

#### 7.1 ESTIMATE FOR NON WORKING IT Network & Low Voltage Setup/Systems:

The successful bidder has to check the entire IT Network & Low Voltage Setup/System components before initiating the CAMC work, (within 15 days of LOA) if any system components are not in working condition, then bidder has to provide the estimate to repairs the same and on approval from INFLIBNET he has to carry out the repairs in specified time frame and thereafter has to do CAMC of the same as per tender conditions.

The Authorized System Integrator will carry out testing, Commissioning of all systems before starting C.A.M.C. and also do Maintenance for the period of 1 year i.e. one year.

#### 7.2 **RESPONSIBILITY OF THE BIDDER**

- 7.2.1 The Bidder shall utilize optimally the land available for C.A.M.C. of various facilities/components of the work and cost all components and allied works. The details of the costing shall form part of the proposal. The Bidder shall provide a detailed scheme of C.A.M.C. Work.
- 7.2.2 The Bidder has to bear in mind that if selected for the award of contract he shall have to ensure that in any case no damage is caused to the environment while executing the work.
- 7.2.3 Necessary barricading and other necessary safety measures shall be the responsibility of the C.A.M.C. Contractor. Any loss of human or damages or so, shall be the responsibility of the Work Contractor.
- 7.2.4 No Damage in case shall be caused to the structure. The selected contractor shall be Held responsible in occurrence of any such incident and will be responsible for the cost of required rectifications.
- 7.2.5 Site shall be returned to the Employer as it was in the original condition and completely free of any garbage and temporary structures.
- 7.2.6 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer in no case is responsible or liable for these costs, regardless of the outcome of the

bidding.

7.2.7 The Bidder shall ensure proper housekeeping of the area after completion of maintenance job.

#### 7.3 SPECIAL CONDITION

7.3.1 TERMS OF PAYMENT :

Payment: The bidder shall be paid quarterly payment after satisfactory services. Invoice must be attached with the register they maintain for C.A.M.C and signed with the Scientist in charge. No advance payment will be made.

The Centre will deduct Income tax at source under Section 194-C of Income Tax Act from the renderer at the prevailing rates of such sum as income tax on the income comprised therein. No claim for interest will be entertained by the Centre in respect of any payment/depot which will be held with the Centre due to dispute between the Centre & Contractor or due to delay for the reasons beyond the control of the Centre.

7.3.2 The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for unamended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

#### **CHAPTER - 8 AGREEMENT TERMS & CONDITIONS**

During the term of this Agreement THE BIDDER agrees to maintain the EQUIPMENT in good working order and ensure of same working during any high profile/important events (Here and after defines by INFLIBNET for this purpose will provide the following repair and maintenance service and will bind to all conditions as stated below:

- 8.1 THE BIDDER shall correct any faults and failures in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT. In cases where unserviceable parts of the EQUIPMENT need replacement THE BIDDER shall replace such parts, at no extra cost to with brand new parts or those equivalent to new parts in performance ( or equivalent parts must define well in advance and before replacement take permission of Scientist in charge in writing). THE BIDDER shall further ensure that the EQUIPMENT is not down at any time for want of spare parts.
- 8.2 Each and every component including plastic parts, breakdown due to power conditions, rodents etc. are covers under the contract excluding such Component which is Stolen, Broken, Burnt, Damaged due to fire/water/Pilferage or any other such act not attributed to normal working condition of such systems.
- 8.3 The BIDDER must take all the necessary precautions/measures so that there is no breakdown during any of the meeting (especially sensitive events as described here after by INFLIBNET). The BIDDER has to attend to any fault immediately or has to provide suitable alternative immediately so that the proceeding of the meeting are not disturbed/hampered.
- 8.4 THE BIDDER shall correct any faults and failures in the Cable and shall repair and replace worn or defective parts of the Cable. In cases where unserviceable parts of the Cable need replacement THE BIDDER shall replace such parts, at no extra cost to INFLIBNET, with brand new parts or

those equivalent to new parts in performance.

- 8.5 THE BIDDER shall provide repair and maintenance service, in response to oral instructions including telephone notice by INFLIBNET and such services should be available for all period of the day during the tenure of the contract.
- 8.6 THE BIDDER shall ensure 24 hours response time (i.e. total time taken by THE BIDDER between registering the complaint and attending the complaint).Excluding sensitive event.
- 8.7 THE BIDDER shall ensure break down call time of hours (i.e. total time taken by THE BIDDER between registering the complaint and rectifying the fault). This time includes time taken to reach the site, diagnose, repair/replace the faulty component/module/device & equipment that are covered under the contract. Excluding sensitive event.
- 8.8 THE BIDDER shall ensure Spares availability. Stocking of sufficient spares & equipments as considered necessary at the site for immediate attending the fault/breakdown & for replacement as the case may be. In case, it is not possible to repair some equipment or not possible to repair at site and has to be taken out for repairs, THE BIDDER shall provide a suitable replacement as Standby arrangement within 24 hours so that the work is not hampered. The packing /unpacking, transportation, loading / unloading, connection / disconnection, configuration / re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of THE BIDDER. However, if Standby arrangement has been made then it shall be replaced with original or functionally equivalent equipment within next 12 days.
- 8.9 **Preventive Maintenance:** THE BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, necessary repairing of the EQUIPMENT) once within the first fifteen days of the commencement of the maintenance period and once within the first fifteen days of every subsequent month, during the currency of this Agreement, on a day and at a time to be mutually agreed upon and inform the representative of INFLIBNET about any necessary steps to be taken like configuration, up gradation of software or purchase of consumables etc.

Notwithstanding the foregoing, THE BIDDER recognizes INFLIBNET's operational needs and agrees that INFLIBNET shall have the right to require THE BIDDER to adjourn Preventive Maintenance from any scheduled time to a date and time, not later than fifteen working days thereafter.

- 8.10 Qualified maintenance engineers totally familiar with the EQUIPMENT shall perform all repair and maintenance service described herein, as the system is a sophisticated one. The BIDDER must be having trained personnel with the required testing/repairing facilities for the system.
- 8.11 All the T&P and testing facilities required for the job shall have to be arranged by the BIDDER within the scope of work. The following consumable materials & tools items for maintaining the installations shall be arranged by the BIDDER at their own cost and shall keep ready at site in sufficient quantity under the scope of work for which nothing extra shall be paid. Tool & Plant required to operate, repair servicing and maintain the installation like ladder, lift, pulleys, spanners, goti sets, screwdriver, crow bars, magger, multimeter, blower, crimping tool, torch hand lamp bucket, container, table, chair, almirah& other unforeseen tools & tackles.
- 8.12 THE BIDDER shall maintain at site, a written maintenance and repair log; and shall record therein each incident of EQUIPMENT malfunctioning, date and time of commencement and successful completion of repair work and nature of repair work performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction or as

regularly scheduled Preventive Maintenance. INFLIBNET shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their occurrence and provide to the respective offices whenever required.

- 8.13 THE BIDDER shall also maintain the system health against virus attack which includes cleaning of viruses from workstation/server.
- 8.14 In case if THE BIDDER is not able to repair the original equipment, THE BIDDER shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of INFLIBNET in writing with signature of Scientist in charge.

The spare &equipments to be used for repairs/replacement shall preferably be of the same make & specification as provided originally in the system as far as possible. Other make shall be permitted only if the existing make is not being manufactured or is not readily available with the prior approval of Scientist -in-Charge.

- 8.15 Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
- 8.16 The BIDDER shall be responsible for ESIC & EPF of its employees and staff and INFLIBNET will not be held responsible for any non-compliance of the same.
- 8.17 The BIDDER has to maintain all the equipment in working condition. Rs. 1000/- will be deducted for each day of delay for rectifying the fault &Rs. 500/- each day for not providing sufficient technical staff, as and when required and asked by INFLIBNET.
- 8.22 No terms or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other, different or subsequent breach.
- 8.23 THE BIDDER shall provide all working mobile no and email address of the contact person (Who is only one and Final responsible to interact with INFLIBNET)
- 8.24 THE BIDDER will not subcontract or permit anyone other than THE BIDDER personnel to perform any of the work, services or other performance required of THE BIDDER under this Agreement without the prior written consent of INFLIBNET.
- 8.25 INFLIBNET shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE BIDDER cost of performing repair and maintenance service.
- 8.26 The contractor shall take over the installation for its maintenance and upkeep before start of work will hand over the installation in normal working order to INFLIBNET after completion of work /on expiry of the contract. If any defect/damage (except normal wear & tear) is noticed, the same shall have to be rectified/replaced by the contractor at his own cost failing which the same shall be got rectified at their cost.( and cost will deducted from security deposit).
- 8.27 THE BIDDER agrees that it and its personnel will at all times comply with all security regulations

in effect from time to time at INFLIBNET's premises and externally for materials belonging to INFLIBNET.

- 8.28 During the performance of the contract, if the person(s) of THE BIDDER meet with any accident which results into the death or injuries to the person(s) of THE BIDDER or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER only. INFLIBNET will not be responsible in any way.
- 8.29 THE BIDDER shall follow all the regulations of Government of Gujarat and Government of India. THE BIDDER shall have any and all responsibilities of all the person(s) employed for the performance of the contract.
- 8.30 THE BIDDER acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to INFLIBNET. THE BIDDER agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party. THE BIDDER agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement can be fully satisfied.
- 8.31 THE BIDDER represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. THE BIDDER agrees that it will, and hereby does, indemnify INFLIBNET from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.
- 8.32 THE BIDDER shall submit to INFLIBNET their invoice(s) for payments due in accordance with this AGREEMENT. Format of invoice is as per INFLIBNET. All invoices submitted must be signed by Scientist in charge. The terms of such invoice(s) is that they shall be payable as per the rates submitted, negotiated and agreed by both.
- 8.33 All of the prices, terms, warranties and benefits granted by THE BIDDER herein are comparable to or better than the equivalent terms being offered by THE BIDDER to any of its present customers. If THE BIDDER shall, during the term of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed to provide the same to INFLIBNET.
- 8.34 Payment: The bidder shall be paid quarterly payment after satisfactory services. Invoice must be attached with the register they maintain for C.A.M.C and signed with the Scientist in charge. No advance payment will be made.

The Board will deduct Income tax at source under Section 194-C of Income Tax Act from the renderer at the prevailing rates of such sum as income tax on the income comprised therein.

No claim for interest will be entertained by the Centre in respect of any payment/depot which will be held with the Centre due to dispute between the Centre & Contractor or due to delay for the reasons beyond the control of the Centre.

8.35 INFLIBNET reserves the right to change any bid condition of any item even after inviting the bids, with prior notification on the INFLIBNET website

- 8.36 During the period of contract, in any dispute arising between INFLIBNET and THE BIDDER, the decision of INFLIBNET will be considered final. However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator will be made by INFLIBNET only and the decision of THE ARBITRATOR shall be bound TO THE BIDDER in all respect what ever so it may be.
- 8.37 The jurisdiction of any dispute will be **Gandhinagar OR Ahmedabad**.
- 8.38 Force Majeure shall mean and be limited to the following: A. War / hostilities
  - B. Riot or Civil commotion
  - C. Earthquake, flood, tempest, lightening or other natural physical disaster.
  - D. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER

The BIDDER shall advise INFLIBNET by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, INFLIBNET reserves the right to cancel the order.

Completion period may be extended to circumstances relating to Force Majeure by the INFLIBNET. Bidder shall not claim any further extension for completion of work. INFLIBNET shall not be liable to pay extra costs under any conditions.

INFLIBNET Centre Director, Gandhinagar

Contractor

Date:-Place:-

#### ANNEXURE- A: DECLARATION LETTER OF BIDDER

(Must be submitted on bidder's letter pad with authorized signatory) From:

To, Date:\_\_\_\_\_ Director INFLIBNET Centre Infocity, Gandhinagar, Gujarat.

Subject: Bidder's declaration letter Tender No:

Sir,

I/We have carefully gone through the tender documents for **Comprehensive A.M.C for** IT Network & Low Voltage Setup/System **of INFLIBNET Centre, Infocity, Gandhinagar, Gujarat.** 

I/we hereby declare that

- 1. All the information related to our company, manpower, customer base, projects, financial details, pre-qualification documents etc. provided in our offer is true and without any alteration / modifications.
- 2. I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in "INFLIBNET" in future forever. Also, if such a violation comes to the notice of Department before date of start of work, INFLIBNET shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee/Security Deposit.
- 3. All the provisions of this tender Document are acceptable to my company .No violation of the terms and conditions as mentioned in the tender document have been made.
- 4. I declare that my company has not been debarred /blacklisted by any Government/Board / Corporation in India
- 5. I declare that my company has no litigation pending in the court, even if it is those are mentioned in annexure.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of Authorized Person and Seal)

#### ANNEXURE- B

#### (DETAILS OF LITIGATION)

Name of applicant / or parties :

Applicant should provide information on any History of litigation or arbitration resulting from contracts executed in last five years or currently under execution.

	ofDisputed amount in rupees

#### NOTE:

The above information shall be supported with necessary documents otherwise the same shall be treated as null & void. If the information to be furnished in this schedule will not be given & come to the notice subsequently will result in disqualification of bidder.

Date:

Signature with Seal of the Bidder

## <u>ANNEXURE-C</u> (DECLARATION / UNDERTAKING)

- 1. I / We agree that the decision of INFLIBNET, hereby referred as Client in selection of Applicants / Contractor, phasing of works and in any other Project related matter, will be final and binding to me / us.
- 2. All the information and data furnished herewith are correct to my / our best of knowledge.
- 3. I / We agree that we have no objection, if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the Pre-Qualification Document.
- 4. I / We also understand that furnishing of wrong information or hiding of any information shall be a cause for disqualification.

Date :

Signature with Seal of the Bidders

## **INFLIBNET CENTRE, GANNDHINAGAR**

#### <u>Annexure – D</u>

# **Bidder's Details**

1	Name of the Firm	
2	Registered Office Address Contact Number Fax Number E –mail	
3	Correspondence / Contact address Name & Designation of contact person Address Contact Number Fax Number E-mail	
4	Is the firm a registered company? If yes, submit documentary proof Year and Place of the establishment of the company	
5	Former name of company, if any	
6	Is the firm A Government / Public Sector undertaking a proprietary firm A partnership firm (if Yes, give partnership deed) A limited company or limited corporation, member of a group of companies,( if yes, give name and address and description of other companies) A subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
7	Is the firm registered under GST ? If yes, submit certificate for GSTN details.	
9	Total number of employees. Attach the organization chart showing the structure of the organization.	
10	Are you registered with any Government Department / Public Sector undertaking (if yes, give detail)	

11	How many years has your organization been in business under your present name? What were your filed when you established your organization	
12	What type best describe your firm? (purchaser reserves the right to verify the claims if necessary) Manufacturer Supplier System Integrator Consultant Service Provider (Pl. specify detail) Software development Total solution provider (Design, Supply, Integration, O&M) IT Company	
13	Number of offices in district head quarters in Gandhinager/Ahmedabad	
14	Is your organization has ISO 9001:2008 certificate?	
15	List the major clients with whom your organization has been / is currently associated.	
16	Have you any capacity not completed any work awarded to you? (if so, give the name of project and reason for not completing the work)	
17	Have you ever been denied tendering facilities by any Government / Department/ Public sector undertaking? (Give Detail)	

Authorized Signatory (signature in full) :\_\_\_\_\_

Name and Title of Signatory :\_\_\_\_\_

Company Rubber Stamp :\_\_\_\_\_

#### <u>CERTIFICATE</u>

#### DECARATION REGARDING BLACKLISTING/NON BLACKLISTING

# (To be executed on Rs. 10/- stamp paper & attested by Public Notary/ Executive Magistrate by the bidder)

I /We Proprietor / Partner (s) / Director (s) of M/shereby declarethatthefirm/companynamelyM/S.has not been blacklisted ordebarred in the past by any organization from taking part in Government tenders.

0r

Signature:	 	

Name: .....

Capacity in which as signed: .....

Name & address of the firm: .....

.....

Dated:

Signature of Bidder with seal.

affixed.

Seal of the firm should be

#### **BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT**

To,

The Director, INFLIBNET Centre

WHEREAS.....

.....

.....

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....

(amount of the guarantee in words and figures), and we undertake to pay you, upon yourfirst written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein,.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including the ......Day of ......20......

(Signature with date of the authorized officer of the Bank)

.....

.....

(Name and designation of the officer)

.....

.....

(Seal, name & address of the Bank and address of the Branch) FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

#### FORM OF AGREEMENT

This agreement made the \_\_\_\_\_\_day of the month of \_\_\_\_\_in the year 20..... BETWEEN, The Information and Library Network Centre (Hereinafter called ÏNFLIBNET") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and

\*Shri\_\_\_\_\_S/D/o\_\_\_\_\_resident of\_\_\_\_\_thesoleproprietor of M/s\_\_\_\_\_\_having office at the following address

\* M/s. \_\_\_\_\_ the partnership firm having an administrative/principal office at\_\_\_\_\_ represented by its Managing/duly authorised partner.

\* M/s. \_\_\_\_\_\_ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address \_\_\_\_\_\_, duly represented at \_\_\_\_\_\_ duly represented by its constituted and authorized Managing Director, Shri\_\_\_\_\_\_ and (hereinafter called the Tenderer which term shall also be called the Supplier orthe Contractor ) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/INFLIBNET is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the INFLIBNET on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

a) Notice inviting Tender

b) General rules and Instructions for the guidance of tenderers.

c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.

d) General Conditions of contract and clauses of contract along with Annexures thereto.

e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.

f) Schedule of quantities including Prices and tendered amount known as Price - Bid.

g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

#### [Note : \* Strike off whichever is not applicable ]

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signature of Tenderer (with seal)

Signature of Authorised representative of the Client/INFLIBNET Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

#### **INDEMNITY BOND**

We, ....., having a registered office at ...., have entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at INFOCITY, Opp. DAICT, Gandhinagar 382 007, vide contract dated ....., to Supply, Installation and Commissioning of Network Equipment at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAICT, Gandhinagar 382 007.

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the

Tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----

#### (To be Submitted in Envelope – II) Price for "Comprehensive AMC for IT Network & Low Voltage Setup / System

To, INFLIBNET Center, Infocity, Gandhinagar

Sr. No.	Items Description	Total Price / Rates
01.	Surveillance System	
02.	UPS & DG Set	
03.	CAT7A OM4 (Main Building)	
04.	Data Network active components	
05.	Auditorium	
06.	PAC	
07.	IP Telephony	
08.	Meeting RoomP	
09.	VC Room	
10.	Training Room	
11.	Board Room	
	Total :	
	Taxes & Levies should be indicated here	
	Rates Inclusive of All Taxes Total:	

Total Amount in figures \_\_\_\_\_

Full time engineer (one)	
Per day rate Rs	
Per day Rs X 30 Days (one month) = Rs	
Per month RsX 12 months (one year) = Rs	
The above calculation formula's only for getting total yearly amount. These rates are indicative for in case of as and when requirement by the Centre.	

Authorized Signatory (signature in full):

Name and title of Signatory : Company Rubber Stamp: